

## OPTIMA SITE SOLUTIONS LTD

### TERMS OF BUSINESS FOR THE INTRODUCTION OF PERMANENT OR CONTRACT STAFF

#### 1. DEFINITIONS

1.1. In these Terms of Business the following definitions apply:

**"Applicant"** means the person introduced by Optima Site Solutions Ltd to the Client for an Engagement including, any officer or employee of the Applicant if the Applicant is a limited company, and members of Optima Site Solutions Ltd's own staff;

**"Client"** means the person, firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the Applicant is introduced;

**"Engagement"** means the engagement, employment or use of the Applicant by the Client or any third party on a permanent or temporary basis, whether under a contract of service or for services; under an agency, licence, franchise or partnership agreement; or any other engagement directly or through a limited company of which the Applicant is an officer or employee;

**"Introduction"** means (1) the Client's interview of an Applicant in person or by telephone, following the Client's instruction to Optima Site Solutions Ltd to search for an Applicant; or (2) the passing to the Client of a curriculum vitae or other information which identifies the Applicant and which leads to an Engagement of that Applicant by the Client;

**"Optima Site Solutions Ltd"** means Optima Site Solutions Ltd of Unit 5, Kingsway Business Park, Oldfield Road, Hampton, Middlesex, TW12 2HD;

**"Remuneration"** includes base salary or fees, car allowances, inducement payments, the benefit of a company car and all other payments and taxable (and, where applicable, non-taxable) emoluments payable to or receivable by the Applicant for services rendered to or on behalf of the Client. Where a company car is provided by the employer, a notional amount of £5,000 will be added to the salary in order to calculate Optima Site Solutions Ltd's fee.

1.2. References to the singular include the plural.

1.3. The headings contained in these Terms of Business are for convenience only and do not affect their interpretation.

#### 2. THE CONTRACT

2.1. These Terms of Business constitute the contract between Optima Site Solutions Ltd and the client and are deemed to be accepted by the Client by virtue of an Introduction to, or the Engagement of, an Applicant or the passing of any information about the Applicant to any third party following an Introduction.

2.2. These terms contain the entire agreement between the parties. Unless otherwise agreed in writing by a director of Optima Site Solutions Ltd, these Terms of Business shall prevail over any other terms of business or purchase conditions put forward by the Client.

2.3. No variation or alteration to these Terms shall be valid unless the details of such variation are agreed between Optima Site Solutions Ltd and the Client and are set out in writing.

### 3. NOTIFICATION AND FEES

3.1. The Client agrees:

3.1.1 to notify Optima Site Solutions Ltd immediately of any offer of an Engagement which it makes to the Applicant;

3.1.2 to notify Optima Site Solutions Ltd immediately that its offer of an Engagement to the Applicant has been accepted and to provide details of the Remuneration to Optima Site Solutions Ltd; and

3.1.3 to pay Optima Site Solutions Ltd's fee within 30 days of the date of invoice.

3.2. No fee is incurred by the Client until the Applicant commences the Engagement when Optima Site Solutions Ltd will render an invoice to the Client for its fees.

3.3. Optima Site Solutions Ltd reserves the right to charge interest on invoiced amounts unpaid for more than 30 days at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until the date of actual payment.

3.4 The fee payable to Optima Site Solutions Ltd by the Client for an introduction resulting in an Engagement is the amount shown in the table below. This will be calculated as a percentage of the first year's anticipated gross Remuneration ("**Annual Remuneration**") which includes salary, commission, bonuses, provision of a car and any other taxable emolument. VAT will be charged on the fee if applicable.

<b><u>Annual Remuneration £</u></b>	<b><u>Scale of fee%</u></b>
£0 - £24,999	15%
£25,000 - £39,999	18%
£40,000 +	20%

3.5 The refund guarantees provided for in clause 4 will only be available where the fee shown in the table has been paid without deduction.

3.6 In the event that the Engagement is for a fixed term of less than 12 months, the fee in clause 3.4 will be pro-rated. If the Engagement is extended beyond the initial fixed term or if the Client re-engages the Applicant within 3 months of termination of the first Engagement the Client shall be liable to pay a further fee based on the additional Remuneration applicable for the period of Engagement following the initial fixed term up to the termination of the second Engagement or the first anniversary of its commencement, whichever is the sooner.

3.7 Should the Client or any subsidiary or associated company of the Client subsequently re-engage the Applicant within the period of 6 calendar months from the date of termination of the engagement or withdrawal of the offer, a full fee calculated in accordance with clause 3.4 above becomes payable, with no entitlement to the refund.

### 4. REFUND GUARANTEES

4.1 In order to qualify for the following guarantees, the Client must pay Optima Site Solutions Ltd's fee within 14 days of the date of invoice and must notify Optima Site Solutions Ltd in writing of the termination of the Engagement within 7 days of its termination.

- 4.2 If the Engagement terminates before the expiry of 10 weeks from the commencement of the Engagement (except where the Applicant is made redundant) the fee will be rebated in accordance with the accompanying Scale of Rebates:

<b>Week in which the Applicant leaves</b>	<b>% of introduction fee refunded</b>
1	100%
2	90%
3	80%
4	70%
5	60%
6	50%
7	40%
8	30%
9	20%
10	10%

- 4.3 If, after an offer of Engagement has been made to the Applicant, the Client decides for any reason to withdraw it, the Client shall be liable to pay to Optima Site Solutions Ltd a minimum fee of 25% of the fee provided in clause 3.4.

## **5. INTRODUCTIONS**

- 5.1. Introductions of Applicants are confidential. The disclosure by the Client to a third party of any details regarding an Applicant introduced by Optima Site Solutions Ltd which results in an Engagement with that third party within 6 months of the Introduction renders the Client liable to payment of Optima Site Solutions Ltd's fee as set out in clause 3.4 with no entitlement to any refund.
- 5.2. An introduction fee calculated in accordance with clause 3.4 will be charged in relation to any Applicant engaged as a consequence of or resulting from an Introduction by or through Optima Site Solutions Ltd, whether direct or indirect, within 6 months from the date of Optima Site Solutions Ltd's Introduction.
- 5.3 In the event that any employee of Optima Site Solutions Ltd with whom the Client has had personal dealings accepts an Engagement with the Client within 3 months of leaving Optima Site Solutions Ltd's service, the Client shall be liable to pay an introduction fee to Optima Site Solutions Ltd in accordance with clause 3.4.

## **6. SUITABILITY AND REFERENCES**

- 6.1. Optima Site Solutions Ltd endeavours to ensure the suitability of any Applicant introduced to the Client by obtaining confirmation of the Applicant's identity; that the Applicant has the experience, training, qualifications and any authorisation which the Client considers necessary or which may be required by law or by any professional body; and that the Applicant is willing to work in the position which the Client seeks to fill.

- 6.2. At the same time as proposing an Applicant to the Client, Optima Site Solutions Ltd shall inform the Client of such matters in clause 6.1 as they have obtained confirmation of. Where such information is not given in paper form or by electronic means it shall be confirmed by such means by the end of the third business day (excluding Saturday, Sunday and any public or Bank holiday) following save where the Applicant is being proposed for a position which is the same as one in which the Applicant has worked within the previous five business days and such information has already been given to the Client.
- 6.3. Optima Site Solutions Ltd endeavours to take all such steps as are reasonably practicable to ensure that the Client and Applicant are aware of any requirements imposed by law or any professional body to enable the Applicant to work in the position which the Client seeks to fill.
- 6.4. Optima Site Solutions Ltd endeavours to take all such steps as are reasonably practicable to ensure that it would not be detrimental to the interests of either the Client or the Applicant for the Applicant to work in the position which the Client seeks to fill.
- 6.5. Notwithstanding clauses 6.1, 6.2, 6.3 and 6.4 above the Client shall satisfy itself as to the suitability of the Applicant and the Client shall take up any references provided by the Applicant to it or Optima Site Solutions before engaging such Applicant. The Client is responsible for obtaining work permits and/or such other permission to work as may be required, for the arrangement of medical examinations and/or investigations into the medical history of any Applicant, and satisfying any medical and other requirements, qualifications or permission required by law of the country in which the Applicant is engaged to work.
- 6.6. To enable Optima Site Solutions Ltd to comply with its obligations under clauses 6.1, 6.2, 6.3 and 6.4 above, the Client undertakes to provide to Optima Site Solutions Ltd the following information:
  - 6.6.1 details as to the nature of the Client's business;
  - 6.6.2 details of the position which the Client seeks to fill, including the type of work that the applicant would be required to do;
  - 6.6.3 the location and hours of work;
  - 6.6.4 the experience, training, qualifications and any authorisation which the Client considers necessary or which are required by law or any professional body for the Applicant to possess in order to work in the position;
  - 6.6.5 any risks to health or safety known to the Client and what steps the Client has taken to prevent or control such risks;
  - 6.6.6 the date the Client requires the Applicant to commence work and the duration or likely duration of the work;
  - 6.6.7 the minimum rate of remuneration, expenses and any other benefits that would be offered and the intervals of payment of remuneration;
  - 6.6.8 the length of notice that the Applicant would be entitled to give and receive to terminate the employment with the Client.

## **7. SPECIAL SITUATIONS**

### **7.1 Where the Applicant is required:**

7.1.1 by law or any professional body to have qualifications or authorisation to work in the position which the Client seeks to fill; or

7.1.2 to work with or care for any person/s under the age of 18, the elderly, infirm or anyone in need of care and attention

Optima Site Solutions Ltd will take all reasonable practicable steps to obtain and provide copies of:

7.1.3 any relevant qualifications or authorisations that the Applicant needs to work in the position in question; and

7.1.4 two references from persons not related to the Applicant, where those persons have agreed that Optima Site Solutions Ltd can disclose their references to the Client,

and will take all reasonable practicable steps to confirm that the Applicant is suitable for the position.

7.2 If Optima Site Solutions Ltd has not been able to obtain the information set out in clauses 7.1.3 and 7.1.4 then it will inform the Client of the steps it has taken to obtain this information

## **9. LIABILITY**

Optima Site Solutions Ltd shall not be liable under any circumstances for any loss, expense, damage, delay, costs or compensation (whether direct, indirect or consequential) which may be suffered or incurred by the Client arising from or in any way connected with Optima Site Solutions Ltd seeking an Applicant for the Client or from the Introduction to or Engagement of any Applicant by the Client or from the failure of Optima Site Solutions Ltd to introduce any Applicant. For the avoidance of doubt, Optima Site Solutions Ltd does not exclude liability for death or personal injury arising from its own negligence.

**GOVERNING LAW AND JURISDICTION**

This agreement is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the Courts of England and Wales



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*Signed for and on Behalf of the Employment Business*

JOEL EMERSON – DIRECTOR

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*Name & Title [print name and job title here - above]*

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*Signed for and on behalf of the Client (sign here - above)*

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*Name & Title [print name and job title here - above]*

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*Client/Company Name [print company name above]  
(for which I can confirm that I am authorised to sign this agreement)*

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*Date [print date above]*